

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA**  
*Tampa Division*  
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IN RE: Chapter 11

TIME DEFINITE SERVICES, INC., Case No.: 8:19-bk-06564-MGW

Debtor. /

TIME DEFINITE LEASING, LLC, Case No.: 8:19-bk-06565-MGW

Debtor. /

**TIME DEFINITE SERVICES, INC., Case No.: 8:19-bk-06564-MGW**

Applicable Debtor. /

**EMERGENCY**

**MOTION FOR AUTHORITY TO OBTAIN POST-PETITION FINANCING**

(Brittany Suarez)

COMES NOW, TIME DEFINITE SERVICES, INC. (the “Debtor”), by and through its undersigned counsel, hereby files this its *Emergency Motion for Authority to Obtain Post-Petition Financing with BRITTANY SUAREZ* (the “Motion”). In support of this Motion, the Debtor respectfully states as follows:

**Jurisdiction**

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 105(a) and 364(c) of title 11 of the United States Code (the “Bankruptcy Code”).

### Background

4. On July 12, 2019, the TIME DEFINITE SERVICES, INC. (“TDS”), filed its voluntary petition under Chapter 11 of the Bankruptcy Code (the “Petition Date”). TDS is continuing to operate its business and manage its financial affairs as a Debtor-in-possession pursuant to Bankruptcy Code §§1107(a) and 1108.

5. On July 12, 2019, the TIME DEFINITE LEASING, LLC (“TDL”), filed its voluntary petition under Chapter 11 of the Bankruptcy Code (the “Petition Date”). TDL is continuing to operate its business and manage its financial affairs as a Debtor-in-possession pursuant to Bankruptcy Code §§1107(a) and 1108.

6. On or about July 19, 2019, this Court entered Orders in each of the above-styled cases granting their Motion to jointly administer the cases. Said Orders stated, among other things, that all future filings shall be filed and docketed under *In re: Time Definite Services, Inc.*, Case No. 8:19-bk-06564-MGW.

7. As of the date hereof, no trustee, examiner, or statutory committee has been appointed in this case.

8. TDS and it’s affiliates<sup>1</sup>, are a leading provider of refrigerated trucking and individualized logistics throughout the United States and Canada. The Debtor uses its vehicles in its ordinary course of business.

9. On or about November 3, 2019, the Debtor entered into a Promissory Note in the amount of \$130,000.00 with BRITTANY SUAREZ (the “Note”) to pay carriers and other ordinary

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<sup>1</sup>Time Definite Leasing, LLC, holder of some of the vehicles utilized; Specialized Services Logistics, LLC, the trucking authority; Time Specialized Brokerage, Inc., payroll company; and TDST, LLC, owner of leased premises located in Sumterville, Florida.

business expenses. A copy of the Note is attached hereto as ***Exhibit “A”*** and incorporated herein by reference.

10. After the Debtor filed its bankruptcy case, many of the carriers on the brokerage side demanded payment up-front, before the Debtor was able to collect from its clients. Without the Note, the Debtor would have no feasible method to pay carriers in connection with its brokerage business which would cause Debtor irreparable harm.

11. Although BRITTANY SUAREZ is an Insider as defined by U.S.C. § 101(a)(31), as the daughter of the principal, due to cash flow issues, the Debtor has an immediate need to enter into the Note in order to temporarily meet its business expenses, to pay carriers up-front, and to permit the continuation of the operation of its business.

**Relief Requested**

12. By this Motion, the Debtor seeks entry of an order authorizing the Debtor to obtain post-petition financing from BRITTANY SUAREZ pursuant to 11 U.S.C. §364.

13. The Debtor has paid \$80,000.00 to BRITTANY SUAREZ to repay the loan. The Debtor is seeking authority from the Court to make those payments, *nunc pro tunc*. The Debtor will not make any further loan repayments to BRITTANY SUAREZ without further order of the Court.

14. The Debtor will also attach copies of any monthly statements it receives relating to the Note to its monthly operating reports.

**WHEREFORE**, for the reasons set forth herein, TIME DEFINITE SERVICES, INC., the Debtor respectfully requests that this Honorable Court enter an order granting Debtor to obtain post-petition credit from BRITTANY SUAREZ; to pay the Note under the terms and conditions as

set forth in the Motion; and for such other and further relief as this Court shall deem appropriate.

**RESPECTFULLY SUBMITTED**, on this 21st day of January, 2020.

BUDDY D. FORD, P.A.,

/s/ Buddy D. Ford

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**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on this 21st day of January, 2020, a true and correct copy of the foregoing has been served upon all interested parties by ■ CM/ECF Electronic Mail to:

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Twenty (20) Largest Unsecured Creditors

/s/ Buddy D. Ford  
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